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19 Attorneys for Defendant

20 UNITED STATES DISTRICT COURT  
21 NORTHERN DISTRICT OF CALIFORNIA

22 OAKLAND DIVISION

23 DANKO MEREDITH,

24 Plaintiff,

25 v.

26 NATIONAL TRANSPORTATION SAFETY  
27 BOARD, et al.,

28 Defendant.

Docket No. 4:21-cv-6828-JST

**STIPULATION OF SETTLEMENT AND  
DISMISSAL WITH PREJUDICE;  
[PROPOSED] ORDER**

29 IT IS HEREBY STIPULATED by and between the undersigned Plaintiff and Defendant, by  
30 and through their respective attorneys, as follows:

31 1. Defendant shall pay \$2,989.00 (two thousand, nine hundred and eighty-nine dollars

32 STIPULATION OF SETTLEMENT AND DISMISSAL WITH PREJUDICE; [PROPOSED] ORDER  
33 No. 4:21-cv-6828-JST

1 and zero cents) to Plaintiff in full and complete satisfaction of Plaintiff's claims for attorneys' fees,  
 2 costs, and litigation expenses under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, as  
 3 amended, in the above-captioned matter. This payment shall constitute full and final satisfaction of  
 4 any and all of Plaintiff's claims for attorneys' fees, costs, and litigation expenses in the above-  
 5 captioned matter, and is inclusive of any interest. Payment of this money will be made by electronic  
 6 funds transfer or check promptly after notification of the Court's entry of this Stipulation and after  
 7 receipt of necessary information from Plaintiff in order to effectuate the payment. Defendant will  
 8 make all reasonable efforts to make payment within thirty (30) days of the date that Plaintiff's  
 9 counsel provides the necessary information for the electronic funds transfer and this Stipulation is  
 10 approved by the Court, whichever is later, but cannot guarantee payment within that time frame.

11       2. Upon the execution of this Stipulation, Plaintiff, having received the records it  
 12 requested, hereby releases and forever discharges Defendant, its successors, the United States of  
 13 America, and any department, agency, or establishment of the United States, and any officers,  
 14 employees, agents, successors, or assigns of such department, agency, or establishment, from any  
 15 and all claims and causes of action that Plaintiff asserts or could have asserted in this litigation, or  
 16 which hereafter could be asserted by reason of, or with respect to, or in connection with, or which  
 17 arise out of, the specific FOIA requests on which this action is based, including but not limited to all  
 18 past, present, or future claims for attorneys' fees, costs, or litigation expenses in connection with the  
 19 above-captioned litigation.

20       3. The provisions of California Civil Code Section 1542 are set forth below:

21       “*A general release does not extend to claims that the creditor or  
 22 releasing party does not know or suspect to exist in his or her favor at  
 23 the time of executing the release and that, if known by him or her,  
 would have materially affected his or her settlement with the debtor or  
 released party.*”

24       Plaintiff having been apprised of the statutory language of Civil Code Section 1542 by  
 25 Plaintiff's attorney, and fully understanding the same, nevertheless elects to waive the benefits of  
 26 any and all rights Plaintiff may have pursuant to the provision of that statute and any similar  
 27 provision of federal law. Plaintiff understands that, if the facts concerning any injuries, liability for  
 28 damages pertaining thereto, or liability for attorneys' fees, costs or litigation expenses are found

1 hereafter to be other than or different than the facts now believed by it to be true, this Stipulation  
2 shall be and remain effective notwithstanding such material difference.

3       4. Execution of this Stipulation and its approval by the Court shall constitute dismissal  
4 of this case with prejudice pursuant to Fed. R. Civ. P. 41(a).

5       5. The parties acknowledge that this Stipulation is entered into solely for the purpose of  
6 settling and compromising any remaining claims in this action without further litigation, and it shall  
7 not be construed as evidence or as an admission on the part of Defendant, the United States, its  
8 agents, servants, or employees regarding any issue of law or fact, or regarding the truth or validity of  
9 any allegation or claim raised in this action, or as evidence or as an admission by the Defendant  
10 regarding Plaintiff's entitlement to attorneys' fees, costs, or other litigation expenses under FOIA.  
11 This Stipulation shall not be used in any manner to establish liability for fees or costs in any other  
12 case or proceeding involving Defendant.

13       6. This Stipulation is binding upon and inures to the benefit of the parties hereto and  
14 their respective successors and assigns.

15       7. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable, the  
16 validity, legality, and enforceability of the remaining provisions shall not in any way be affected or  
17 impaired thereby.

18       8. This Stipulation shall constitute the entire agreement between the parties, and it is  
19 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by  
20 the parties hereto. The parties further acknowledge that no warranties or representations have been  
21 made on any subject other than as set forth in this Stipulation.

22       9. The persons signing this Stipulation warrant and represent that they possess full  
23 authority to bind the persons on whose behalf they are signing to the terms of the Stipulation.

24       10. This Stipulation may not be altered, modified or otherwise changed in any respect  
25 except in writing, duly executed by all of the parties or their authorized representatives.

26       11. It is contemplated that this Stipulation may be executed in several counterparts, with a  
27 separate signature page for each party. All such counterparts and signature pages, together, shall be  
28 deemed to be one document.

1  
2 IT IS SO STIPULATED.

3 DATED: August 26, 2022



4  
5 Michael S. Smith, Esq.  
DANKO MEREDITH  
Attorney for Plaintiff

6  
7 DATED: August 26, 2022

8 STEPHANIE M. HINDS  
United States Attorney

9 By: s/Andrew Mainardi  
10 Andrew Mainardi  
11 Assistant United States Attorney  
12 Attorneys for Defendant

13  
14 PURSUANT TO STIPULATION, IT IS SO ORDERED.

15 Dated: September 2, 2022



16  
17 Hon. JON S. TIGAR  
United States District Judge